this rule, in cases of sale and re-sale, the vendee has been allowed to recover from the vendor his costs in defending an action brought by the sub-vendee for breach of implied warranty. *Hammond & Co.* v. *Bussey*, 20 Q. B. D. 79. See FOA, LANDLORD AND TENANT, 4 ed., 234. But the decision in the principal case rests on good authority. *Penley* v. *Watts*, 7 M. & W. 601; *Walker* v. *Hatton*, 10 M. & W. 249. B, who was himself in default, might have avoided this added expense by paying A before suit was brought. The costs are therefore too remote to have been reasonably within the contemplation of the parties as probable damages arising from C's breach.

LIBEL AND SLANDER — PRIVILEGED COMMUNICATIONS — PUBLICATION INVITED OR PROCURED BY PLAINTIFF. — The defendant at the plaintiff's request repeated at a club meeting an accusation against the plaintiff, made originally to the plaintiff alone. *Held*, that the publication was privileged. *Shafer* v. *Haupt*, 58 Pitts. Leg. J. (Pa., Allegheny Co. C. P., July 6, 1910).

The plaintiffs induced A to write a letter to the defendant, expecting a defamatory reply on which they could base an action. *Held*, that the plaintiffs caused the publication and cannot recover. *Melcher* v. *Beele*, 110 Pac. 181 (Colo.).

Many authorities agree with the Pittsburgh case in putting the defense in such cases on the ground of conditional privilege. *Warr* v. *Jolly*, 6 C. & P. 497; *Billings* v. *Fairbank*, 136 Mass. 177. Other cases hold that, at least where the plaintiff authorizes the publication in order to base an action thereon, the rule of *volenti non fit injuria* applies. *Sutton* v. *Smith*, 13 Mo. 120; *Heller* v. *Howard*, 11 Ill. App. 554. It is submitted that this is the true ground of defense in both cases. The defense of conditional privilege seems properly to be based on the defendant's right to speak in his own interest, or on a duty to speak in the interest of others. Neither of these elements is present in these cases. Furthermore, although the existence of wrong motive would defeat conditional privilege, it is submitted that in these cases the plaintiff would not be allowed to set up the defendant's wrong motive as a ground for his recovery.

LIMITATION OF ACTIONS — NATURE AND CONSTRUCTION OF STATUTE — MUNICIPAL CORPORATIONS AS AFFECTED BY STATUTE. — In an action by a city to recover damages for injuries to a bridge, the defendant proved that the claim had not accrued within the period of limitation. *Held*, that the action cannot be maintained. *City of Chicago* v. *Dunham Towing & Wrecking Co.*, 92 N. E. 566 (Ill.).

Against the state, as sovereign, no time runs. *Lindsey* v. *Lessee of Miller*, 6 Pet. (U. S.) 666. But where the state is merely a nominal party, statutes of limitations apply. *Miller* v. *State*, 38 Ala. 600. *Cf. Wasteney* v. *Schott*, 58 Oh. St. 410. And where the state becomes a member of a trading company, its claims may be barred. *Bank of the United States* v. *M'Kenzie*, 2 Brock. (U. S.) 393. *Contra, President and Directors of the State Bank of Illinois* v. *Brown*, 2 Ill. 106. Many cases hold that all governmental agencies except the state are subject to the statute under all circumstances. *Hartman* v. *Hunter*, 56 Oh. St. 175; *Knight* v. *Heaton*, 22 Vt. 480. But by the weight of authority, public rights, enforced by cities or counties, are not lost by lapse of time. *Greenwood* v. *Town of La Salle*, 137 Ill. 225; *City of Osawatomie* v. *Board of Commissioners of Miami County*, 78 Kan. 270. And the better cases hold that the statute does not bar claims of public institutions, such as schools and hospitals. *Eastern State Hospital* v. *Graves' Committee*, 105 Va. 151. See 20 HARV. L. REV. 644. It has even been held that where, by legislation, the statute of limitations runs against the state, still property devoted to public uses, such as streets, is not lost by adverse possession. *Ralston* v. *Town of Weston*, 46 W. Va. 544. *Contra, City of St. Paul* v. *Chicago, Milwaukee, & St. Paul R. Co.*,

45 Minn. 387. Thus, in a chaotic mass of authority, the better decisions seem to establish that a right of the public, by whatever agency of government it may be held, is not lost by lapse of time, but that non-public rights may be barred. The principal case seems entirely correct.

MASTER AND SERVANT — EMPLOYERS' LIABILITY ACTS — CONSTITUTIONALITY OF CLAUSE MAKING EMPLOYER'S NEGLIGENCE IMMATERIAL. — The plaintiff sued under the Workmen's Compensation Act of 1910 to recover for injuries received while in the defendant's employ. The statute provides that workmen in certain occupations, declared by the act to be "dangerous," may recover for injuries received in such employment, although the employer is not negligent, provided the injured party himself is not guilty of serious or wilful misconduct. *Held*, that the act is constitutional. *Ives* v. *South Buffalo Ry. Co.*, 68 N. Y. Misc. 643.

The court in reaching this decision based its argument on well-founded authorities and analogies. Legal liability without fault is frequently found in our law. The liability of the master for the acts of his servant is one example. *Limpus* v. *London General Omnibus Co.*, 1 H. & C. 526. The carrier's liability as insurer is another. *Coggs* v. *Bernard*, 2 Ld. Raym. 909. Again, the state may prescribe the liabilities under which corporations created by its laws shall conduct their business. *Missouri Pacific Ry. Co.* v. *Mackey*, 127 U. S. 205. And this may be carried so far that a statute providing that a railroad previously chartered shall be liable for all injuries to passengers, irrespective of its own negligence, is constitutional. *C. R. I. & P. Ry. Co.* v. *Zernecke*, 183 U. S. 582. Most legislation applies to particular classes, but if all affected by it are treated alike, under the same conditions, equal protection is not denied. *Missouri Pacific Ry. Co.* v. *Mackey*, *supra*. Hence any practical and reasonable classification, not palpably arbitrary, is constitutional. *Louisville & Nashville Ry. Co.* v. *Melton*, 218 U. S. 36. Since there is no culpability on either side in industrial accidents such as the above, and as the employers only shift the loss on to society, such action by the legislature appears not only reasonable but a just solution of an economic problem.

MORTGAGES — PRIORITIES — SUCCESSIVE ASSIGNMENTS OF CHOSE IN ACTION. — A mortgaged his life insurance policy by deposit with the insurance company for a loan of £250, and later obtained a loan from C on the security of the same policy. Then D, having no notice of C's claim, advanced £600 on the policy, which was handed over to him. £250 of this amount was paid directly to the insurance company, in satisfaction of its claim. C gave prior notice to the insurance company. *Held*, that D has priority over C as to the £250, but not as to the rest of his claim. *In re Weniger's Policy*, [1910] 2 Ch. 291.

The claim of the insurance company was entitled to priority over C's charge, for the company, as obligor, had due notice of its own claim as mortgagee. *Willes* v. *Greenhill*, 29 Beav. 376. Then as to the £250, the amount advanced by the insurance company, D, who stepped into the shoes of the insurance company, obtained priority. *Peacock* v. *Burt*, 4 L. J. Ch. 33. As to the remainder of D's claim, if it were purely equitable, D must be postponed to C under the English rule that the assignee first to give notice to the obligor prevails. *Foster* v. *Cockerell*, 3 Cl. & F. 456. The result is the same under the American rule that the assignees rank in the order in which the assignments were made. *Thayer* v. *Daniel*, 113 Mass. 129. But, whereas C had a mere equitable charge, if D was given possession, by way of assignment, of the *res* embodying the obligation, it would seem that he obtained a legal right. *Cf. Harrison* v. *McConkey*, 1 Md. Ch. 34; *Fisher* v. *Knox*, 13 Pa. 622. And equity will not deprive D of the legal right which he has obtained for value and in good faith. See AMES, CASES ON TRUSTS, 328.